

RESOLUTION NO. 16-18
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Belinda Kenley ON THE 19th
DAY OF February, 2018.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A GEOGRAPHICAL INFORMATION SYSTEM (GIS) FIVE YEAR
CONSORTIUM AGREEMENT WITH THE CENTERVILLE-
WASHINGTON PARK DISTRICT.**

WHEREAS, there is an existing need to provide accurate and current geographical information to the City of Centerville and the Centerville-Washington Park District, their respective affiliated agencies, real estate and development professionals and the public; and

WHEREAS, a shared Geographical Information System (GIS) is likely to increase efficiency and reduce cost as compared to multiple systems; and

WHEREAS, the City already maintains and provides GIS services to the City; and

WHEREAS, the park District wishes to utilize the GIS for its own needs; and


WHEREAS, it is in the best interests of the City to allow this access to the GIS by other entities.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

Section 1. The City hereby agrees to enter into a Geographical Information System (GIS) Five Year Consortium Agreement with the Centerville-Washington Park District, and the City Manager is hereby authorized to execute the Agreement in a form substantially similar to the Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 19th day of February, 2018.



Mayor of the City of
Centerville, Ohio

ATTEST:

Caren R. Andrew

Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 16-18, passed by the Council of the City of Centerville, Ohio on the 19th day of February, 2018.

Caren R. Andrew

Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

**CITY OF CENTERVILLE &
CENTERVILLE-WASHINGTON PARK DISTRICT
GEOGRAPHICAL INFORMATION SYSTEM
FIVE YEAR CONSORTIUM AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and among the City of Centerville, Ohio, 100 W. Spring Valley Rd, Centerville, OH 45458 (hereinafter called the "City"), and the Centerville-Washington Park District, 221 N. Main Street, Centerville, OH 45459 (hereinafter called the "Park District").

WITNESSETH:

WHEREAS, there is an existing need to provide accurate and current geographical information, to the to the City, the Park District, their respective affiliated agencies, real estate and development professionals and the public; and

WHEREAS, a shared Geographical Information System (GIS) is likely to increase efficiency and reduce cost as compared to multiple systems; and

WHEREAS, the parties' geographical areas overlap with similar data; and

WHEREAS, the Park District's goal is to memorialize its infrastructure into a GIS System for staff operations and the public viewing of parks and layers within; and

WHEREAS, the parties desire to establish and support a shared GIS through this GIS Consortium Agreement (Agreement); and

WHEREAS, the coordination of GIS activities within the City and Park District is of importance to both political subdivisions; and

WHEREAS, the City and Park District have the authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the City and the Park District do hereby promise and agree as follows:

1. The Park District will engage the services of the City's GIS Analyst (Coordinator) for the tasks listed in this Agreement. The Coordinator's duties include the maintenance and administration of the Geographical Information System (GIS) in the City of Centerville and other duties as assigned by the City Planner. Additionally, the Park District will engage the services of other City personnel under the direction of the City Planner for the tasks listed in this Agreement on an as-needed basis.
2. The Park District will, from time to time, furnish data files to the Coordinator for inclusion in the GIS. The City will create, host, maintain, and update Park District GIS files on the City server. The Park District maintains the right to determine the extent to which Park District-provided GIS files shall be accessible to the public through the internet or otherwise.
3. The Coordinator will create customized websites or web-based apps to make GIS data available to the Park District over the World Wide Web (Internet). These sites or apps shall be available to the Park District

on a 24 hours per day, seven days per week basis, subject to interruptions for maintenance, Internet interruptions beyond the City's control and/or acts of God.

4. The Coordinator will provide mapping capabilities for the Park District and publish GIS data layers as needed.

5. The Coordinator will provide software, training, and data maintenance for the Park District.

6. The Coordinator will be regularly available to the Park District and its departments to address GIS related issues.

7. The Coordinator will make reasonable efforts to coordinate with comparable GIS functions provided by the State of Ohio and/or the Federal Government, including their various departments and agencies.

8. The Park District will be the owner of all GIS data. The Park District will be responsible for collecting all field asset data while the City will be responsible for digitizing Park District utilities and layers that can be extracted from the aerial photo.

9. The Park District agrees to pay a total amount of Seventeen Thousand and no/100 Dollars (\$17,000) as follows, which amount includes all setup operations costs, the acquisition of a ArcGIS Desktop License for the Park District use, six (6) ArcGIS Online accounts for data collection in parks, the various tasks listed in this Agreement, and the City expense of the Coordinator and other staff members as-needed. The City's expense will include approximately 300 hours for the GIS management & data development for the Park District in the first twelve (12) months of this Agreement. Park District agrees to pay Eight Thousand, Five Hundred and no/100 Dollars (\$8,500.00) upon execution of this Agreement and an additional Eight Thousand, Five Hundred and no/100 Dollars (\$8,500.00) within 180 days after the execution of this Agreement.

10. The Park District agrees to pay annually to the City within thirty (30) days of the Agreement anniversary date, the amount of Ten Thousand, Five Hundred Seventy-Five and no/100 Dollars (\$10,575.00) (Annual Fee) for said services performed annually and to be performed as provided in this Agreement. This amount includes maintenance for all software, public-facing mapping application(s), technical support, training and City staff expense for the time of approximately 150 hours per year devoted towards Park District GIS Support & Development. If during 2017 or any ensuing year, either entity determines that an Annual Fee change is warranted based upon a change in GIS operations, needs, or capital costs, a request to change said Annual Fee shall be presented in writing to the other party a minimum of ninety (90) days prior to the Agreement anniversary date. Such written notice shall provide a justification for the proposed change in the Annual Fee. The Park District's Annual Fee may not automatically increase more than ten percent (10%) annually, unless both organizations unanimously agree to an increase of more than ten percent (10%). If either party fails to respond to a written notice of a request for Annual Fee change prior to the Agreement anniversary date, such Annual Fee change shall automatically be approved.

11. The Park District retains the option to add additional services from the City as set forth herein or otherwise upon mutual agreement. These additional services include scanning large format plans into a digital PDF to be used in the GIS. The City shall charge the Park District the amount of \$1,000 for each 2,000 plan sheets. This rate can be renewed on a pro-rated basis if additional park plans are required to be scanned. This service would include delivery and file organization to the Montgomery County Records Office for said scanning. Additionally, the Park District may seek to acquire updated Park Maps by the City through the use of a graphical artist. Rates for this service shall be determined on an on-going basis by the number and size of parks the Park District is requesting.

12. The City agrees to itemize the annual hours dedicated to Park District GIS Operations. The City agrees not to exceed the annual allotment of 300 hours in Year 1 and 150 hours in subsequent years without prior written approval of the Park District. Upon approval, the Park District is obligated to compensate the City on an hourly basis per the hourly rates listed on Exhibit A. If the City uses fewer hours than projected in a calendar year, the City agrees to carry forward those unused hours to the following year. Any unused hours remaining at the termination of this Agreement shall be forfeited unless both parties agree to an alternative arrangement.

13. The parties shall not pay or be responsible for any additional fees for the acquisition, use, or making available of GIS data for daily operations and expenses, other than the fees specified in Sections 9 and 10 above or as otherwise amended and permitted by this Agreement.

14. This Agreement shall continue in effect for a period of five (5) years from the execution date of this Agreement. This Agreement may be amended at any time by mutual agreement of the City and the Park District. This Agreement may be terminated by either party presenting the other party written notice of such intent to terminate on or before the Agreement anniversary date for any reason, or no reason. Such termination shall be effective sixty (60) days after receipt of the written intent to terminate by the receiving party. Upon termination of this Agreement, no further work in association with this Agreement shall be conducted and all assets and data shall be returned to their respective owner within sixty (60) days. Fees shall be paid or refunded on a pro-rated basis within sixty (60) days of the effective date of termination.

15. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16. In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom and shall be deemed null and void, but shall in no way affect the remaining provisions set forth herein.

17. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within sixty (60) days before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that parties are unable to agree on a mediator, a mediator shall be appointed by the City. Each party is to equally bear the expense of the mediator.

CENTERVILLE-WASHINGTON PARK DISTRICT

By: _____
Arnold Biondi
Park District Director

THE CITY OF CENTERVILLE, OHIO

By: _____
Wayne S. Davis
City Manager

APPROVED AS TO FORM:

By: _____
Michelle S. Vollmar
Centerville-Washington Park District Legal Representative

APPROVED AS TO FORM:

By: _____
Scott A. Liberman
City of Centerville Municipal Attorney

Exhibit A

		Cost
First 12 Months	Item	\$17,000
GIS Coordinator	100 hours @ \$100/hour	\$10,000
	Task: CWPD Training (10 hours)	
	Task: Server/Web Administration (50 hours)	
	Task: Data Development (30 hours)	
	Task: GIS Support (10 hours)	
GIS Intern	200 hours @ \$25/hour	\$5,000
	Task: Data Development (200 hours)	
Installation Costs	Setup Costs (Desktop, AGO)	\$2,000
	ArcGIS Desktop License Procurement	\$1,400
	ArcGIS Online (5 Additional Mobile Users)	\$600
Annual Costs	150 hours of GIS Services	\$10,575
	75 hours @ \$100/hour	\$7,500
	75 hours @ \$25/hour	\$1,875
	Maintenance	\$1,200
Optional Items		
Scanning	2000 Pages	\$1,000
Park Maps (Stephan)	50 Parks @ \$80 Each	\$4,000